

TFC Contract No. 18-043-000  
Jaime Beaman, AIA, Inc., dba Casabella Architects  
Assignment No. 2  
Project No. 20-007-2516

**INDEFINITE DELIVERY INDEFINITE QUANTITY  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
JAIME BEAMAN, AIA, INC., DBA CASABELLA ARCHITECTS**

**TFC CONTRACT NO. 18-043-000**

**ASSIGNMENT NO. 2**

**THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 2**

(hereinafter referred to as “Assignment No. 2” or “Assignment”) is entered into by and between the **Texas Facilities Commission**, located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as “TFC”) and **Jaime Beaman, AIA, Inc., dba Casabella Architects** located at 3821 Juniper Trace, Suite 104, Austin, Texas 78738 (hereinafter referred to as “PSP”) (TFC and PSP are hereinafter referred to individually as a “Party” or collectively as “Parties”), to be subject to the terms and conditions that follow.

**1.0. DESCRIPTION OF PROJECT:** The project for which PSP agrees to provide Professional Services is generally described as to conduct a Feasibility Study for Public Restrooms to be added to the Department of State Health Services Records Building, either by Renovation or by a New Construction Building Addition (hereinafter referred to as the “Project”), as further described in **Exhibit A**, PSP’s Proposal dated November 4, 2020, attached hereto and incorporated herein for all purposes and consisting of three (3) pages.

**2.0. DURATION OF ASSIGNMENT:** The scope of services of this Assignment No. 2 shall be completed no later than December 31, 2021, unless terminated earlier as provided in Section 3.2 of the Agreement. The schedule is subject to adjustments for possible time extension; however, any extension of time must be approved by the TFC and shall require an amendment to Assignment No. 2.

**3.0. SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT:** Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 2.

**4.0. SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT:** PSP shall perform the services under this Assignment No. 2 with its own forces unless otherwise specified. If the scope of services is less than \$100,000.00, a HUB Subcontracting Plan (HSP) is not required. If the scope of services will exceed \$100,000.00, PSP shall submit an HSP for approval pursuant to Section 11.2 of the Agreement.

5.0. **FEE FOR BASIC SERVICES:** Fee for the services set forth in this Assignment No. 2 shall not exceed the sum of Twenty-Nine Thousand Sixty and No/100 Dollars (\$29,060.00). No more frequently than once per month, PSP shall submit a Pay Application to TFC for services performed and reasonable and necessary costs and expenses incurred through the last day of the previous month. Any reimbursable expenses, if allowed, shall be in accordance with Section 4.6 of the Agreement.

6.0. **IDENTIFICATION OF PSP PROJECT MANAGER AND ALL SUBCONTRACTOR:** (a) For this Assignment No. 2, PSP shall identify the Project Manager, PSP's employees and all subcontractors assigned to this project on the List of Project Manager and Subcontractors (hereinafter referred to as the "List"), attached hereto and incorporated herein for all purposes as **Exhibit B**.

(b) TFC reserves the right to approve the appointment of the PSP Project Manager and to demand that the Project Manager, and any of PSP's employees or subcontractors, be removed and replaced if, in the sole opinion of TFC, their performance on this project or any other projects, is and/or was inadequate or their continued involvement with the Project is, will, or has become detrimental to the timely and successful completion of the project.

(c) The Project Manager and Subcontractors identified in the List shall not be replaced by PSP, nor shall any other subcontractors be engaged by PSP, unless prior written consent is obtained from TFC, which consent shall not be unreasonably withheld, conditioned, or delayed.

[This Space Intentionally Left Blank]

**7.0 ENTIRE AGREEMENT AND MODIFICATION:** The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Assignment specifically displays a mutual intent to amend a particular part of this Assignment, general conflicts in language between any such attachment and this Assignment shall be construed consistently with the terms of this Assignment. Unless otherwise expressly authorized by the terms of this Assignment, no modification, renewal, extension, or amendment to this Assignment shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

This Assignment shall be effective as of the date of the last Party to sign.

**TEXAS FACILITIES COMMISSION**

**CASABELLA ARCHITECTS**

DocuSigned by:  
By: Mike Novak, Executive Director  
07CF7E0555204CB...

DocuSigned by:  
By: Jaime Beaman, AIA, President  
EAF1CFF94A31464...

Mike Novak

Jaime Beaman, AIA

Executive Director

President

Date of execution: 01/14/2021 | 9:54 AM CST

Date of execution: 01/14/2021 | 9:12 AM CST

PM EP, PM

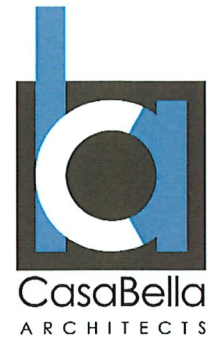
DGC SEADGL

Dir MWD

DED JR

TFC Contract No. 18-043-000  
Jaime Beaman, AIA, Inc., dba Casabella Architects  
Assignment No. 2  
Project No. 20-007-2516

## **EXHIBIT A**



November 4, 2020

Kathryn Panak, Senior Project Manager  
Texas Facilities Commission  
Facilities Design & Construction  
1711 San Jacinto Blvd.  
Austin, TX 78701

**Reference: Department of State and Health Services (DSHS) Records Building  
Fee Proposal for Feasibility Study to Add Public Restrooms**

Dear Ms. Panak:

CasaBella Architects appreciates the opportunity to provide a proposal for professional design services to perform a feasibility study for adding public restrooms at the above referenced facility.

We have visited the existing building to better understand the project and to develop a scope of work that we believe will serve DSHS and the Texas Facilities Commission in the effort to identify potential options for adding public restrooms near the waiting room. Based on our site visit and past conversations, we propose the following scope of work:

#### **Scope of Work**

The following scope of work will apply to building spaces within the immediate area of the waiting room being considered for the restroom addition:

- Review copies of record drawings to gain an understanding of existing systems
- Develop CAD drawings (floor plans) to reflect current space use and distribution
- Perform interior visual assessment including ceilings, walls, doors and other interior architectural elements
- Visual assessment of existing mechanical, electrical and plumbing systems
- Visual assessment of existing structural components
- Develop two design options to add public restrooms. These options will be as follows:
  - Reconfiguration of waiting room and adjacent offices to accommodate new restrooms within the existing building envelope
  - Public restrooms as a new building addition (outboard of existing building walls) and reconfiguration of offices to create connection to waiting room
- Code Analysis looking at exiting requirements impacted by the new design
- Verification of recent code study regarding existing concealed rated gypsum ceiling and potential impact on construction of building addition
- Cost estimates for each design option described above
- Final report

Exclusions:

- Accessibility assessment of existing building
- Civil engineering assessment
- Geotechnical investigation
- Building envelope assessment looking at the condition of perimeter walls, windows, doors and roof systems.
- Destructive work to identify potential problems at the building shell
- Additional iterations to the two options approved during the design presentation meeting.

**FEE**

Our fee for this work is a lump sum amount and is broken down as follows:

CasaBella Architects	\$13,750
Encotech Engineering (MEP)	\$10,000
Steinman+Luevano Structures	\$3,500
Project Cost Resources	<u>\$1,810</u>
<b>TOTAL</b>	<b>\$29,060</b>

We will submit our invoice monthly based on percentage of completion. Reimbursable expenses for copies are included in the above fee.

Additional design services, not included in the original scope of work, will be billed on an hourly basis per previously approved rates in the original master agreement. Owner approval will be required prior to performing the work and invoicing.

Please do not hesitate to give us a call if you have any questions or need additional information. Thank you very much for considering our proposal and look forward to working with you on this project.

With warmest regards,

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a series of loops and a horizontal stroke.

Jaime Palomo, AIA  
Vice-President

Department of State and Health Services - Feasibility Study																									
Preliminary Project Schedule																									
	Months		Month 1		Month 2		Month 3		Month 4		Month 5		Month 6												
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
TFC Contract Approval																									
Issue Notice to Proceed																									
Review Exist. Drawings/Field Survey																									
Develop CAD Background Drawings																									
Kickoff Meeting																									
Perform Facility Assessment																									
Document & Prioritize Findings																									
Develop Conceptual Designs																									
Present Design Options/Owner Review																									
Refine Options & Develop Final Report																									
Final Presentation																									
Issue Final Report																									

TFC Contract No. 18-043-000  
Jaime Beaman, AIA, Inc., dba Casabella Architects  
Assignment No. 2  
Project No. 20-007-2516

## **EXHIBIT B**

**LIST OF PSP PROJECT MANAGER  
AND  
SUBCONTRACTORS  
(Name, Company Name, Address & Contact Person (Project Manager))**

<b>A. PSP Project Manager: CasaBella Architects</b>		Jaime Palomo, AIA 3821 Juniper Trace #104, Austin TX 78738 (512)458-5700 <a href="mailto:jpalomo@casabella-architects.com">jpalomo@casabella-architects.com</a>
<b>B. Subcontractors:</b>		
<b>Encotech Engineering (MEP)</b>	1.	Lucas Stockburger, PE 8500 Bluffstone Cove, B-103 Austin TX 78759 (512)758-7780 <a href="mailto:lucas.stockburger@eec-tx.com">lucas.stockburger@eec-tx.com</a>
<b>Steinman Luevano Structures (Structural)</b>	2.	Richard Luevano, PE 5901 Old Fredericksburg Rd, B101 Austin TX 78749 (512)891-6766 x 302 <a href="mailto:rich@slstructures.com">rich@slstructures.com</a>
<b>Project Cost Resources (Cost Estimating)</b>	3.	Belinda Williams 410 West Grand Parkway South, Suite 390 Katy, TX 77494 281-497-4171 <a href="mailto:bwilliams@percoston.com">bwilliams@percoston.com</a>
	4.	